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|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>TRVE-125362759</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>St. Paul Mercury Insurance</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>2007-10-0105</i> | | |
| <i>TOI:</i> | <i>26.0 Burglary & Theft</i> | <i>Sub-TOI:</i> | <i>26.0001 Commercial Burglary & Theft</i> |
| <i>Product Name:</i> | <i>Public D&O ID Fraud Form Filing 2007-10-0105</i> | | |
| <i>Project Name/Number:</i> | <i>Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105</i> | | |

Filing at a Glance

| | | |
|--|--|---|
| Company: St. Paul Mercury Insurance | | |
| Product Name: Public D&O ID Fraud Form Filing 2007-10-0105 | SERFF Tr Num: TRVE-125362759 | State: Arkansas |
| TOI: 26.0 Burglary & Theft | SERFF Status: Closed | State Tr Num: EFT \$50 |
| Sub-TOI: 26.0001 Commercial Burglary & Theft Co Tr Num: 2007-10-0105 | | State Status: Fees verified and received |
| Filing Type: Form | Co Status: | Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding |
| | Authors: Socorro Armstrong, Theresa Lavenburg, Michelle Smith Cotto, Celina Caez | Disposition Date: 12/10/2007 |
| | Date Submitted: 11/19/2007 | Disposition Status: Approved |
| Effective Date Requested (New): 12/19/2007 | | Effective Date (New): 12/19/2007 |
| Effective Date Requested (Renewal): 12/19/2007 | | Effective Date (Renewal): 12/19/2007 |
| State Filing Description: | | |

General Information

| | |
|--|-------------------------------|
| Project Name: Public D&O ID Fraud Form Filing 2007-10-0105 | Status of Filing in Domicile: |
| Project Number: 2007-10-0105 | Domicile Status Comments: |
| Reference Organization: | Reference Number: |
| Reference Title: | Advisory Org. Circular: |
| Filing Status Changed: 12/10/2007 | |
| State Status Changed: 11/20/2007 | Deemer Date: |
| Corresponding Filing Tracking Number: | |
| Filing Description: | |
| 2007-10-0105 | |

Form Name: Travelers Advantage 500M for Public Companies— FP500 ed. 10/07

| | | | |
|--------------------------|---|------------------------|-------------------------------------|
| SERFF Tracking Number: | TRVE-125362759 | State: | Arkansas |
| Filing Company: | St. Paul Mercury Insurance | State Tracking Number: | EFT \$50 |
| Company Tracking Number: | 2007-10-0105 | | |
| TOI: | 26.0 Burglary & Theft | Sub-TOI: | 26.0001 Commercial Burglary & Theft |
| Product Name: | Public D&O ID Fraud Form Filing 2007-10-0105 | | |
| Project Name/Number: | Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105 | | |

Identity Fraud Expense Reimbursement

St. Paul Mercury Insurance Company 3548-24791 41-0881659

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our Travelers Advantage 500M for Public Companies, which was approved by your department. This filing consists of one (1) new endorsement that is an optional endorsement. This endorsement is available to all eligible policyholders. This endorsement has no rating impact.

Company and Contact

Filing Contact Information

| | |
|--|------------------------|
| Michelle Smith Cotto, Regulatory Analyst | MSMITHCO@travelers.com |
| One Tower Square | (860) 277-2345 [Phone] |
| Hartford, CT 06183 | (860) 235-4951[FAX] |

Filing Company Information

| | | |
|-----------------------------|-------------------------|------------------------------|
| St. Paul Mercury Insurance | CoCode: 24791 | State of Domicile: Minnesota |
| One Tower Square, 2S2B | Group Code: 3548 | Company Type: |
| Hartford, CT 06183 | Group Name: | State ID Number: |
| (860) 277-4045 ext. [Phone] | FEIN Number: 41-0881659 | |

Filing Fees

| | |
|------------------|---------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | |
| Per Company: | No |

SERFF Tracking Number: TRVE-125362759 *State:* Arkansas
Filing Company: St. Paul Mercury Insurance *State Tracking Number:* EFT \$50
Company Tracking Number: 2007-10-0105
TOI: 26.0 Burglary & Theft *Sub-TOI:* 26.0001 Commercial Burglary & Theft
Product Name: Public D&O ID Fraud Form Filing 2007-10-0105
Project Name/Number: Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|----------------------------|---------|----------------|---------------|
| St. Paul Mercury Insurance | \$50.00 | 11/19/2007 | 16717623 |

| | | | |
|--------------------------|---|------------------------|-------------------------------------|
| SERFF Tracking Number: | TRVE-125362759 | State: | Arkansas |
| Filing Company: | St. Paul Mercury Insurance | State Tracking Number: | EFT \$50 |
| Company Tracking Number: | 2007-10-0105 | | |
| TOI: | 26.0 Burglary & Theft | Sub-TOI: | 26.0001 Commercial Burglary & Theft |
| Product Name: | Public D&O ID Fraud Form Filing 2007-10-0105 | | |
| Project Name/Number: | Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105 | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 12/10/2007 | 12/10/2007 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|---------------------------|------------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Llyweyia Rawlins | 11/20/2007 | 11/20/2007 | Celina Caez | 12/10/2007 | 12/10/2007 |

| | | | |
|---------------------------------|--|-------------------------------|--|
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| <i>Product Name:</i> | <i>Public D&O ID Fraud Form Filing 2007-10-0105</i> | | |
| <i>Project Name/Number:</i> | <i>Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105</i> | | |

Disposition

Disposition Date: 12/10/2007

Effective Date (New): 12/19/2007

Effective Date (Renewal): 12/19/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

| | | | |
|--------------------------|---|------------------------|-------------------------------------|
| SERFF Tracking Number: | TRVE-125362759 | State: | Arkansas |
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| Project Name/Number: | Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105 | | |

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Cover Letter | Approved | Yes |
| Supporting Document | Response Letter | Approved | Yes |
| Form | IDENTITY FRAUD EXPENSE REIMBURSEMENT ENDORSEMENT | Approved | Yes |
| Form | ARKANSAS AMENDATORY ENDORSEMENT | Approved | Yes |

SERFF Tracking Number: TRVE-125362759 State: Arkansas
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/20/2007
Submitted Date 11/20/2007
Respond By Date 12/10/2007

Dear Michelle Smith Cotto,

Page 6 of 7 - Action Against the Insurer

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/10/2007
Submitted Date 12/10/2007

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Please review the following attachments.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment:

SERFF Tracking Number: TRVE-125362759 State: Arkansas

Filing Company: St. Paul Mercury Insurance State Tracking Number: EFT \$50

Company Tracking Number: 2007-10-0105

TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft

Product Name: Public D&O ID Fraud Form Filing 2007-10-0105

Project Name/Number: Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105

Form Schedule Item Changes

| Form Name | Form Number | Edition Date | Form Type | Action | Action Specific Data | Readability Score | Attach Document |
|---------------------------------|------------------|--------------|----------------------------------|--------|----------------------|-------------------|-----------------|
| ARKANSAS AMENDATORY ENDORSEMENT | FP183 Rev. 12/07 | | Endorsement/Amendment/Conditions | New | | 0 | FP183(1).pdf |

No Rate/Rule Schedule items changed.

Sincerely,

Celina Caez, Michelle Smith Cotto, Socorro Armstrong, Theresa Lavenburg

SERFF Tracking Number: TRVE-125362759 State: Arkansas

Filing Company: St. Paul Mercury Insurance State Tracking Number: EFT \$50

Company Tracking Number: 2007-10-0105

TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft

Product Name: Public D&O ID Fraud Form Filing 2007-10-0105

Project Name/Number: Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|--|------------------|--------------|----------------------------------|----------------------|-------------|--------------|
| Approved | IDENTITY FRAUD EXPENSE REIMBURSEMENT ENDORSEMENT | FP515 Ed. 10/07 | | Endorsement/Amendment/Conditions | | 0.00 | FP515.pdf |
| Approved | ARKANSAS AMENDATORY ENDORSEMENT | FP183 Rev. 12/07 | | Endorsement/Amendment/Conditions | | 0.00 | FP183(1).pdf |

| | | |
|---|---------------------------------------|--|
| The following spaces preceded by an (*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date. | | |
| ATTACHED TO AND FORMING PART OF BOND OR POLICY NO. | DATE ENDORSEMENT OR RIDER EXECUTED | * EFFECTIVE DATE OF ENDORSEMENT OR RIDER 12:01 A.M. LOCAL TIME AS SPECIFIED IN THE BOND OR POLICY 8/31/05 |
| * ISSUED TO Lionbridge Technologies, Inc | | |

IDENTITY FRAUD EXPENSE REIMBURSEMENT ENDORSEMENT
FP515 Ed. 10/07

In consideration of the premium charged it is understood and agreed that only with respect to the Identity Fraud Expense Reimbursement Insuring Agreement:

1. The following is added to the IMPORTANT NOTE on the Declarations of this Policy:

The Identity Fraud Expense Reimbursement Insuring Agreement made part of this Policy is not claims made coverage. With respect to such agreement, this Policy covers only Identity Fraud Expenses incurred by any Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

2. The following is added to **Item 3. Limit of Liability** on the Declarations of this Policy:

Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance: \$ Each
Insured Person for each Identity Fraud

Note: The Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance is the maximum amount payable by the Insurer for all Identity Fraud Expenses incurred by each Insured Person as a direct result of each Identity Fraud.

Notwithstanding anything to the contrary of this policy, the Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance shall be in addition to, and not part of, the Limit of Liability applicable to all other Insuring Agreements under this Policy.

3. The following Insuring Agreement is added to this Policy:

E. Identity Fraud Expense Reimbursement Coverage

The Insurer shall reimburse any Insured Person for Identity Fraud Expenses incurred by such Insured Person for Identity Fraud Expenses incurred by such Insured Person as a direct result of any Identity Fraud Discovered during the Policy Period.

4. Section **II. EXTENSIONS** is deleted.

5. Section **III. DEFINITIONS**, **G. Insureds** and **H. Insured Persons** are replaced by the following:

G. Insured means the Insured Persons.

H. Insured Persons means:

- (a) Directors and Officers;

- (b) any natural person who is the lawful spouse, or person qualifying as a domestic partner under the provisions of any applicable federal, state or local law, of any person described in subpart (a) above;
- (c) any natural person who is a child of any Insured Person described in subparts (a) or (b) above and who is:
 - (i) under eighteen (18) years of age; and
 - (ii) a resident of the same household of such Insured Person; and
- (d) any natural person who is a parent of any Insured Person described in subparts (a), (b) or (c) above and is a resident of the same household of the Insured Person.

6. The following definitions are added to Section **III. DEFINITIONS:**

Director or Officer means any natural person who is a duly elected or appointed director or officer, or with respect to a Company incorporated or chartered outside the United States of America, their functional equivalent.

Discovered, Discovery or Discovers means the moment when the Insured Person first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered under this Identity Fraud Expense Reimbursement Insuring Agreement has been or will be incurred, even though the exact details of loss may not then be known.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of any Insured Person with the intent to commit, aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Identity Fraud Expenses means:

- (a) costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
- (b) costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;
- (c) costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual Identity Fraud;
- (d) lost wages, up to a maximum payment of one thousand dollars (\$1,000) per week for a maximum period of five (5) weeks, as a result of absence from employment:
 - (i) to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
 - (ii) to complete fraud affidavits or similar documents; or
 - (iii) due to wrongful incarceration arising solely from someone having committed a crime in an Insured Person's name; provided, that lost wages shall not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

(e) load application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(f) reasonable attorney fees incurred, with the Insurer's prior written consent, for:

(i) defense of lawsuits brought against the Insured Person by financial institutions, merchants, other credit grantors or their collection agencies;

(ii) the removal of any criminal or civil judgments wrongly entered against an Insured Person; or

(iii) challenging the accuracy or completeness of any information in a consumer credit report; and

(g) costs for daycare and eldercare incurred solely as a direct result of any Identity Fraud Discovered during the Policy Period.

7. Section **IV. EXCLUSIONS** is replaced by the following:

This Identity Fraud Expense Reimbursement Insuring Agreement shall not apply to, and the Insurer shall have no obligation to reimburse Identity Fraud Expenses for:

1. loss due to any fraudulent, dishonest, or criminal act by the Insured Person who is seeking reimbursement of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement or by any person acting in collusion with such Insured Person;
2. an Identity Fraud Discovered during such time that an individual was not an Insured Person;
3. loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; government intervention, expropriation or nationalization; or any related act or incident.

8. Section **V. GENERAL CONDITIONS AND LIMITATIONS**, other than Subsections **K. Subrogation**, **M. Authorization Clause** and **N. Alteration and Assignment**, is replaced by the following:

For the purpose of this Identity Fraud Expense Reimbursement Insuring Agreement, all acts incidental to an Identity Fraud, any series of related Identity Frauds, and all Identity Frauds arising from the same method of operation or a common scheme or plan, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one Identity Fraud.

Limit of Insurance and Retention

The Insurer's maximum liability for all Identity Fraud Expenses incurred by each Insured Person for each Identity Fraud Discovered during the Policy Period shall be the Identity Fraud Expense Reimbursement Insuring Agreement Limit of Insurance set forth in the Declarations under the Each Insuring Agreement Limit of Insurance section. If an act causes a covered loss to more than one Insured Person, the Each Insuring Agreement Limit of Insurance for the Identity Fraud Expense Reimbursement Insuring Agreement shall apply to each such Insured Person separately.

No Retention Amount shall apply to Identity Fraud Expenses covered by Insuring Agreement E.

Period To Report Discovered Loss

This Identity Fraud Expense Reimbursement Insuring Agreement applies only to Identity Fraud that is Discovered during the Policy Period and reported to the Insurer during the Policy Period or within thirty days thereafter.

Insured Person's Duties In The Event Of Loss

Upon knowledge or Discovery of a loss or occurrence that may give rise to a claim under this Identity Fraud Expense Reimbursement Insuring Agreement, the Insured Person shall:

1. give the Insurer written notice thereof as soon as practicable, but in no event later than thirty days after the expiration of the Policy Period;
2. keep books, receipts, bills and other records in such manner that the Insurer can accurately determine the amount of any loss;
3. file a detailed proof of loss, duly sworn to, with the Insurer within four (4) months after the Discovery of such loss;
4. notify law enforcement authorities;
5. at the request of the Insurer, submit to examination under oath and give the Insurer a signed statement of the answers;
6. at the request of the Insurer, produce for the Insurer's examination all pertinent books, receipts, bills, and other records, at such reasonable time and places as the Insurer shall designate; and
7. cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.

Compliance with all terms and conditions of this Identity Fraud Expense Reimbursement Insuring Agreement is a condition precedent to recovery under this Identity Fraud Expense Reimbursement Insuring Agreement.

Other Insurance

This Identity Fraud Expense Reimbursement Insuring Agreement shall apply only as excess insurance over, and shall not contribute with, any valid and collectible other insurance or indemnity available to the Insured Person. As excess insurance, this Identity Fraud Expense Reimbursement Insuring Agreement will not apply or contribute to the payment of loss or Identity Fraud Expenses until the amount of such other insurance or indemnity has been exhausted by payment of loss or Identity Fraud Expenses covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of loss or Identity Fraud Expenses, this Identity Fraud Expense Reimbursement Insuring Agreement will apply to that part of Identity Fraud Expenses not recoverable or recovered under the other insurance or indemnity. This Identity Fraud Expense Reimbursement Insuring Agreement will not be subject to the terms of any other insurance.

Changes In Exposure

Acquisition or Creation of Another Entity

If during the Policy Period the Company:

- (a) acquires securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a Subsidiary; or
- (b) acquires any entity by merger into or consolidation with the Company;

this Identity Fraud Expense Reimbursement Insuring Agreement will provide coverage to the Insured Persons of the newly acquired or created Subsidiary, but only with respect to Identity Fraud Discovered after such acquisition or creation.

Acquisition of Parent Company

If during the Policy Period:

- (a) the Parent Company merges into or consolidates with another entity and the Parent Company is not the surviving entity; or
- (b) another entity or person, or a group of entities or persons acting in concert, acquires the right to elect or otherwise appoint more than 50% of the directors, or members of the board of managers of the Parent Company,

coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall terminate as of the effective date of such merger, consolidation or acquisition.

The Parent Company shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may request.

Cessation of Subsidiaries

If during the Policy Period an entity ceases to be a Subsidiary, coverage under this Identity Fraud Expense Reimbursement Insuring Agreement for the Insured Persons of such Subsidiary shall terminate as of the date such entity ceased to be a Subsidiary.

Territory and Valuation

All premiums, limits, retentions, Identity Fraud Expense and other amounts under this Identity Fraud Expense Reimbursement Insuring Agreement are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of Identity Fraud Expenses under this Identity Fraud Expense Reimbursement Insuring Agreement is stated in a currency other than United States of America dollars, payment under this Identity Fraud Expense Reimbursement Insuring Agreement shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the payment of other element of Identity Fraud Expenses is due, respectively.

Coverage under this Identity Fraud Expense Reimbursement Insuring Agreement shall extend to Identity Fraud occurring anywhere in the world.

Termination of Policy

This Identity Fraud Expense Reimbursement Insuring Agreement shall terminate at the earliest of the following times:

- (a) the effective date of termination specified in a prior written notice by the Parent Company to the Insurer;

- (b) upon expiration of the Policy Period as set forth in the Declarations;
- (c) ten (10) days after receipt by the Parent Company of a written notice of termination of this Policy from the Insurer for failure to pay a premium when due, unless the premium is paid within such ten (10) day period;
- (d) the effective date of the Parent Company merger, consolidation or acquisition as described in the Acquisition of Parent Company subsection of the Changes in Exposure section; or
- (e) at such other time as may be agreed upon by the Insurer and the Parent Company.

The Insurer may not terminate this Identity Fraud Expense Reimbursement Insuring Agreement before expiration of the Policy Period, except as provided above for non-payment of a premium. The Insurer shall refund the unearned premium computed at customary short rates if this Identity Fraud Expense Reimbursement Insuring Agreement is terminated by the Parent Company. Under any other circumstances, the refund shall be computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

Recoveries

All recoveries for payments made under this Identity Fraud Expense Reimbursement Insuring Agreement shall be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Insured Person to reimburse such Insured Person for Identity Fraud Expenses he or she has paid which would have been paid under this Identity Fraud Expense Reimbursement Insuring Agreement but for the fact that such expenses are in excess of the applicable Limit of Insurance;
2. second, to the Insurer in satisfaction of amounts paid or to be paid to the Insured Person in settlement of any covered claim; and
3. third, to the Insured Person in satisfaction of any applicable Retention;

Provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit.

Action Against the Insurer

No action shall lie against the Insurer, unless:

1. there shall have been full compliance with all of the terms of this Identity Fraud Expense Reimbursement Insuring Agreement;
2. such action is brought more than ninety (90) days after the Insured Person has filed proof of loss with the Insurer; and
3. such action is brought within two (2) years from the date when the Insured Person first Discovers the loss;

If any limitation in this section is deemed inconsistent with the applicable state law, such limitation is

amended so as to equal the minimum period of limitation provided by such law.

Interests Covered

This Identity Fraud Expense Reimbursement Insuring Agreement shall be for the sole benefit of the Insured Persons and the Company. It provides no rights or benefits to any other person, entity or organization.

Concealment or Misrepresentation

This Identity Fraud Expense Reimbursement Insuring Agreement is void as to any Insured Person if, at any time, such Insured Person intentionally conceals or misrepresents a material fact concerning this insurance or a claim under this Identity Fraud Expense Reimbursement Insuring Agreement.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

By _____
Authorized Representative

ENDORSEMENT OR RIDER NO.

The following spaces preceded by an () need not be completed if this endorsement or rider and the Policy have the same inception date.*

| ATTACHED TO AND FORMING PART OF POLICY NO. | DATE ENDORSEMENT OR RIDER EXECUTED | * EFFECTIVE DATE OF ENDORSEMENT OR RIDER 12:01 A.M. LOCAL TIME AS SPECIFIED IN THE POLICY |
|---|---------------------------------------|---|
|---|---------------------------------------|---|

* ISSUED TO

ARKANSAS AMENDATORY ENDORSEMENT
FP183 Rev. 12/07

In consideration of the premium charged, it is understood and agreed that

1. Subsection II.D. of the Policy is amended in its entirety to read as follows:

If the Insurer or the Insureds do not renew this Policy or if the Parent Company terminates this Policy, the Insureds shall have the right to an Automatic Discovery Period or an Optional Discovery Period as follows:

A. Automatic Discovery Period

The Insureds shall have the right to an extension of the coverage granted by this Policy for the period of sixty (60) days following the effective date of such nonrenewal or termination, herein called the Automatic Discovery Period, but only with respect to a Wrongful Act otherwise covered under this Policy taking place prior to the effective date of such nonrenewal or termination. Any Claim made during the Automatic Discovery Period shall be deemed to have been made during the Policy Period.

The Insureds shall not be entitled to an Automatic Discovery Period under this Subsection II.D.
if
an extension of coverage is elected pursuant to Subsection V.G.(2) of this Policy.

B. Optional Discovery Period

Upon payment of the additional premium described below, there shall be an extension of the coverage granted by this Policy for the period set forth in Item 7(B) of the Declarations, herein called Optional Discovery Period, following the effective date of such nonrenewal or termination, but only with respect to a Wrongful Act otherwise covered under this Policy taking place prior to the effective date of such nonrenewal or termination. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due is given by the Insureds to the Insurer within thirty (30) days following the effective date of termination or nonrenewal. Any Claim made during the Optional Discovery Period shall be deemed to have been made during the Policy Period.

The premium due for the Optional Discovery Period shall equal that percent set forth in Item 7(A) of the Declarations of the original annualized premium and the fully annualized amount of any additional premiums charged by the Insurer for or during the Policy Period set forth in Item

4

of the Declarations. The entire premium for the Optional Discovery Period shall be deemed fully earned and non-refundable upon payment.

The Insureds shall not be entitled to elect the Optional Discovery Period under this Subsection II.D. if an extension of coverage is elected pursuant to Subsection V.G.(2) of this Policy.

2. Subsection III.J. is amended in its entirety to read as follows:

J. **Loss** means the amount which the Insured Persons or, with respect to Insuring Agreement C, the Company become legally obligated to pay on account of each Claim and for all Claims in the Policy Period and the Discovery Period, if exercised, made against them for Wrongful Acts for which coverage applies, including, but not limited to, damages, judgments, settlements and Defense Costs. Loss does not include (1) any amount for which the Insureds are absolved from payment, (2) taxes, fines or penalties imposed by law, (3) the multiple portion of any multiplied damage award or punitive or exemplary damages (damages which may be imposed to punish a wrongdoer and to deter others from similar conduct) incurred by Insured Persons, or (4) matters uninsurable under the law pursuant to which this Policy is construed; provided this definition does not exclude punitive or exemplary damages incurred by the Insureds to the extent such damages are insurable under applicable law.

3. the last paragraph of Subsection V.A. is amended in its entirety to read as follows:

For Purposes of this Subsection V.A:

- a. the Limit of Liability for the Automatic Discovery Period shall be part of and not in addition to the Limit of Liability for the Policy Period. The Automatic Discovery Period shall not increase or reinstate the Limit of Liability set forth in Item 3 of the Declarations, which shall be the maximum liability of the Insurer for all Loss on account of all Claims first made during such Policy Period and Automatic Discovery Period, combined.
- b. The Limit of Liability for the Optional Discovery Period shall be part of and not in addition to the Limit of Liability for the Policy Period. The Optional Discovery Period shall not increase or reinstate the Limit of Liability set forth in Item 3 of the Declarations. However, the Limit of Liability available for the Optional Discovery Period shall be the greater of:
 - 1) fifty percent (50%) of the Limit of Liability shown in Item 3 of the Declarations, or
 - 2) the Limit of Liability shown in Item 3 of the Declarations, less the applicable Loss paid during the Policy Periodwhich shall be the maximum liability of the Insurer for all Loss on account of all Claims made during such Policy Period and the Optional Discovery Period, combined.

4. the third paragraph of Subsection V.G.2 is amended in its entirety to read as follows:

Such coverage extension shall not increase or reinstate the Limit of Liability set forth in

and Item 3 of the Declarations and the Limit of Liability for such coverage extension shall be part of

not in addition to the Limit of Liability for the Policy Period. However, the Limit of Liability available for such coverage extension shall be the greater of:

- 1) fifty percent (50%) of the Limit of Liability shown in Item 3 of the Declarations, or
- 2) the Limit of Liability shown in Item 3 of the Declarations, less the applicable Loss paid during the Policy Period

which shall be the maximum liability of the Insurer for all Loss on account of all Claims made during such Policy Period and coverage extension, combined.

5. Subsection V.O. is amended in its entirety to read as follows:

O. Arbitration

Only if requested by the Insureds, the Insurer shall submit any dispute, controversy or claim arising out of or relating to this Policy or the breach, termination or invalidity thereof to non-binding arbitration pursuant to such rules and procedures as the parties may agree. If the parties cannot so agree, the arbitration shall be administered by the American Arbitration Association in accordance with its then prevailing commercial arbitration rules. The arbitration panel shall consist of one arbitrator selected by the Insureds, one arbitrator selected by the Insurer, and a third independent arbitrator selected by the first two arbitrators. In any such arbitration, each party will bear its own legal fees and expenses.

6. Subpart 3 of the Action Against the Insurer subsection of the General Conditions and Limitations of the Identity Fraud Expense Reimbursement Insuring Agreement is replaced with the following:

3. such action is brought within the time allowed by law from the date when the Insured Person first Discovers the loss;

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

By _____
Authorized Representative

| | | | |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>TRVE-125362759</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>St. Paul Mercury Insurance</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>2007-10-0105</i> | | |
| <i>TOI:</i> | <i>26.0 Burglary & Theft</i> | <i>Sub-TOI:</i> | <i>26.0001 Commercial Burglary & Theft</i> |
| <i>Product Name:</i> | <i>Public D&O ID Fraud Form Filing 2007-10-0105</i> | | |
| <i>Project Name/Number:</i> | <i>Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105</i> | | |

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125362759 State: Arkansas
Filing Company: St. Paul Mercury Insurance State Tracking Number: EFT \$50
Company Tracking Number: 2007-10-0105
TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft
Product Name: Public D&O ID Fraud Form Filing 2007-10-0105
Project Name/Number: Public D&O ID Fraud Form Filing 2007-10-0105/2007-10-0105

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/10/2007

Comments:

Attachments:

2007 PC NAIC Transmittal _generic_ _2_.pdf
2007 NAIC Form List.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 12/10/2007

Comments:

Attachment:

AR Final ID Fraud Letter 1.pdf

Satisfied -Name: Response Letter **Review Status:** Approved 12/10/2007

Comments:

Attachment:

Response Letter.pdf

Property & Casualty Transmittal Document

| | | | | | | | | | | | | | | | | | | | | | |
|---|---|---------------------------------|--|-------------|--|-----------------|--|---------------------------------------|--|------------------------------|--|--------------|--|------------------|--|--------------------|--|--------------------|--|------------------|--|
| 1. Reserved for Insurance Dept. Use Only | 2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table> | a. Date the filing is received: | | b. Analyst: | | c. Disposition: | | d. Date of disposition of the filing: | | e. Effective date of filing: | | New Business | | Renewal Business | | f. State Filing #: | | g. SERFF Filing #: | | h. Subject Codes | |
| a. Date the filing is received: | | | | | | | | | | | | | | | | | | | | | |
| b. Analyst: | | | | | | | | | | | | | | | | | | | | | |
| c. Disposition: | | | | | | | | | | | | | | | | | | | | | |
| d. Date of disposition of the filing: | | | | | | | | | | | | | | | | | | | | | |
| e. Effective date of filing: | | | | | | | | | | | | | | | | | | | | | |
| New Business | | | | | | | | | | | | | | | | | | | | | |
| Renewal Business | | | | | | | | | | | | | | | | | | | | | |
| f. State Filing #: | | | | | | | | | | | | | | | | | | | | | |
| g. SERFF Filing #: | | | | | | | | | | | | | | | | | | | | | |
| h. Subject Codes | | | | | | | | | | | | | | | | | | | | | |

| | |
|----------------------|---------------------|
| 3. Group Name | Group NAIC # |
| Travelers | 3548 |
| | |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|------------------------------------|----------|--------|------------|---------|
| St. Paul Mercury Insurance Company | MN | 24791 | 41-0881659 | |
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| | |
|-----------------------------------|---------------------|
| 5. Company Tracking Number | 2007-10-0105 |
|-----------------------------------|---------------------|

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|--|------------------------------|--------------|--------------|------------------------|
| | Michelle Smith Cotto One Tower Square, 2SHS Hartford, CT 06183 | Sr. Regulatory Analyst | 860-277-2345 | 860-277-3937 | MSMITHCO@travelers.com |
| | | | | | |

| | |
|--|-----------------------------|
| 7. Signature of authorized filer | <i>Michelle Smith Cotto</i> |
| 8. Please print name of authorized filer | Michelle Smith Cotto |

Filing information (see General Instructions for descriptions of these fields)

| | |
|---|--|
| 9. Type of Insurance (TOI) | 26.0000 Burglary & Theft |
| 10. Sub-Type of Insurance (Sub-TOI) | 26.0 |
| 11. State Specific Product code(s) (if applicable)[See State Specific Requirements] | N/A |
| 12. Company Program Title (Marketing title) | Identity Fraud Expense Reimbursement Coverage |
| 13. Filing Type | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested | New: 12/19/07 Renewal: 12/19/07 |
| 15. Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| | |
|---|---|
| 16. Reference Organization (if applicable) | N/A |
| 17. Reference Organization # & Title | N/A |
| 18. Company's Date of Filing | 11/19/07 |
| 19. Status of filing in domicile | <input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

Property & Casualty Transmittal Document—

| | |
|--|--------------|
| 20. This filing transmittal is part of Company Tracking # | 2007-10-0105 |
|--|--------------|

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|--|
| 21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |
|--|

The principal reason for this filing is to add an Identity Fraud Expense Reimbursement Insuring Endorsement FP515 Ed. 10/07 to the public company D&O Liability policy FP095 Ed. 1/97.

| |
|---|
| 22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
|---|

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.



*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|---|--|---|
| 1. | This filing transmittal is part of Company Tracking # | | 2007-10-0105 | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | N/A | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
| 01 | Identity Fraud Expense Reimbursement Endt. | FP515 Ed. 10/07 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 02 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |



Michelle Smith Cotto
Travelers Bond and Financial
Products
Phone: (860) 277-2345
FAX: (866) 235-4951
Email: msmithco@travelers.com

One Tower Sq. 2SHS
Hartford, CT 06183

November 19, 2007

Honorable Mike Pickens
Commissioner of Insurance
Arkansas Insurance Dept
1200 West Third Street
Little Rock, AR 72201-1904

2007-10-0105

Form Name: Travelers Advantage 500M for Public Companies– FP500 ed. 10/07
Identity Fraud Expense Reimbursement

St. Paul Mercury Insurance Company 3548-24791 41-0881659

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our Travelers Advantage 500M for Public Companies, which was approved by your department on February 23, 1998 under company filing number 1997-02-0008. This filing consists of one (1) new endorsement that is an optional endorsement. This endorsement is available to all eligible policyholders. This endorsement has no rating impact.

Purpose of Filing

This endorsement, form **FP515 Ed. 10/07 IDENTITY FRAUD EXPENSE REIMBURSEMENT ENDORSEMENT**, provides Identity Fraud Expense Reimbursement Coverage to the following Directors and Officers policy form(s):

- FP095 Ed. 1/97

Enclosures and Implementation

The following are enclosed to facilitate your review:

- Form FP515 Ed. 10/07;
- Any applicable state filing forms; and
- Any applicable state filing fees.

We propose to implement this filing with respect to all new and renewal business effective on or after December 19, 2007 or any earlier date allowed by state law.

Should you have any questions, please feel free to call me at (860) 277-2345.

Regards,

Michelle Smith Cotto



One Tower Square, 2SHS
Hartford, CT 06183

Michelle Smith Cotto
Bond and Financial Products
Phone: (860) 277-2345
Fax: (866) 235-4951
Email: MSMITHCO@travelers.com

December 10, 2007

Alaska Division of Insurance
Attention: Llyweyia Rawlins
333 Willoughby Avenue
Juneau, AK 99801

SERFF Tracking Number: TRVE-125362759
Company Filing Number: 2007-10-0105

Thank you for your letter regarding the above-captioned filing.

Please refer to the revised form, ARKANSAS AMENDATORY ENDORSEMENT
FP183 Rev. 12/07.

Hopefully this addresses the state's concerns. Please contact me with additional questions.
Thank you for your assistance.

Regards,

Michelle Smith Cotto